

This Addendum forms part of the Contract between Technology Services Group Limited (TSG), a company incorporated and registered in England & Wales with company number 04816673 whose registered office is at Q11, Quorum Business Park, Benton Lane, Newcastle Upon Tyne, Tyne and Wear, NE12 8BU ("TSG") and TSG's customer under the Contract (the "Customer"), (each a "party" and together the "parties").

The Customer's attention is drawn to the indemnity in clause 7.

1. Consideration

- 1.1. Pursuant to clause 4.13 of the Terms and in consideration of the mutual benefits of data protection compliance, the parties hereby agree to the incorporation of the terms of this Addendum into the Contract.

2. Definitions and interpretation

- 2.1. In this Addendum the defined terms set out in Appendix 1 (Definitions and interpretation) shall have the meanings given to them there (unless the context requires otherwise) and the rules of interpretation set out in Appendix 1 (Definitions and interpretation) shall apply.

3. Application of this Addendum

- 3.1. This Addendum shall take effect on the date of the Contract and shall continue for the Term.
- 3.2. If there is a conflict between the requirements of this Addendum and the other terms of the Contract, the terms of this Addendum will prevail.

4. Processor provisions

- 4.1. The Parties acknowledge that the Customer is a Controller and that TSG is a Processor of the Relevant Data.
- 4.2. Details of the Processing that TSG carries out on behalf of the Customer under the Contract are set out at Part 1 of Appendix 2 (Details of Data Processing) and details of the parties' responsibilities for Processing are set out at Part 2 of Appendix 2 (Details of Data Processing). The Customer's documented instructions are set out in Part 3 of Appendix 2 (Details of Data Processing). Appendix 2 (Details of Data Processing) may be updated by the parties as necessary during the term of the Contract to reflect any changes in Processing or for other reasons. Each updated version of Appendix 2 (Details of Data Processing) shall form part of the Addendum.
- 4.3. The Customer shall:
 - 4.3.1. ensure that the Customer has all necessary consents and permissions to allow TSG to Process the Relevant Data for the purpose of performing the Contract; and
 - 4.3.2. ensure that its Processing of Relevant Data under the Contract complies with all applicable Data Protection Requirements.
- 4.4. TSG shall:
 - 4.4.1. Process the Relevant Data only in accordance with documented instructions from the Customer (including with regard to transfers of Relevant Data to a Restricted Country), unless required to do so by European Law to which TSG is subject; in such a case, TSG shall inform the Customer of that legal requirement before Processing, unless that European Law prohibits such information on important grounds of public interest;
 - 4.4.2. ensure that persons authorised to Process the Relevant Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - 4.4.3. take all measures required pursuant to Article 32 GDPR;

- 4.4.4. comply with the conditions referred to in paragraphs 2 and 4 of Article 28 GDPR and the documented instructions in Part 3 of Appendix 2 (Details of Data Processing) for engaging another Processor (a "Sub-processor");
 - 4.4.5. taking into account the nature of the Processing, assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the Data Subject's rights laid down in Chapter III of the GDPR;
 - 4.4.6. assist the Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 GDPR taking into account the nature of Processing and the information available to TSG;
 - 4.4.7. at the choice of the Customer, delete or return all the Relevant Data to the Customer after the end of the provision of services relating to Processing, and delete existing copies unless European Law requires storage of the Relevant Data;
 - 4.4.8. make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in Article 28 GDPR and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer, and shall immediately inform the Customer if, in its opinion, an instruction infringes the GDPR, other European DP Law or other data protection provisions in European Law; and
 - 4.4.9. procure that any person acting under the authority of TSG who has access to Relevant Data shall not Process the Relevant Data except on instructions from the Customer, unless required to do so by European Law.
- 4.5. Nothing in this Addendum shall relieve TSG of its own direct responsibilities and liabilities under the GDPR.

5. Controller provisions

- 5.1. The Customer is a Controller of the Relevant Data. The Customer shall comply with its obligations under European DP Law.

6. Change

- 6.1. In the event that there is a change during the Term in:
 - 6.1.1. applicable European DP Law, UK DP Law or other Data Protection Requirements in England (whether also in Wales, Scotland and/or Northern Ireland or not);
 - 6.1.2. (where applicable) the available mechanisms used to transfer Relevant Data to a Restricted Country;
 - 6.1.3. (where applicable) the available standard contractual clauses which are relevant to either party's or both parties' Processing of Relevant Data; and/or
 - 6.1.4. (given the particular difficulty in foreseeing the future legal landscape during and after Brexit, including the precise nature of a Brexit Event) some other event or situation or happening

and TSG reasonably determines that this Addendum is, wholly or in part, no longer appropriate in the light of Data Protection Requirements, TSG shall notify the Customer of its determination and (a) each party shall promptly take such reasonable and appropriate steps necessary to ensure its ongoing compliance with applicable Data Protection Requirements, and (b) the Customer shall negotiate with TSG in good faith to enter promptly into such variation to this Addendum as is necessary to ensure the parties' ongoing compliance with applicable Data Protection Requirements.

7. Indemnity

- 7.1. In addition to any other remedy available to TSG, the Customer shall indemnify and keep indemnified and defend and hold harmless TSG and its servants or agents in full and on demand and at the Customer's own expense against any penalties, fines, administrative fines or other sums payable that are imposed on TSG by a data protection supervisory authority/the Information Commissioner and against any liabilities or losses and all costs (on a full indemnity basis), claims, compensation, damages, expenses or interest incurred by TSG or for which TSG may become liable, in each case due to one or more of the matters listed below but howsoever arising, and whether wholly or in part resulting directly or indirectly from matters listed below, and whether or not such losses or the consequences of the matters listed below were in the parties' contemplation or were foreseeable at the date of the Contract:
- 7.1.1. any failure by the Customer to comply with any of the Customer's obligations under this Addendum;
 - 7.1.2. any breach by a third-party of its contract with the Customer;
 - 7.1.3. any breach by the Customer, a third-party contractor of the Customer or a Permitted User of Data Protection Requirements; and/or
 - 7.1.4. any claim made by TSG pursuant to clause 7.2.
- 7.2. Just to be clear, the indemnity provided by the Customer under paragraph 7.1 shall also cover any and all claims made by TSG against the Customer for compensation under Article 82(5) GDPR and/or under UK DP Law, including for any costs, damages or expenses paid by TSG to a Data Subject in the event of a breach of Data Protection Requirements and/or for any facilities or other benefits provided at TSG's expense to a Data Subject in the event of a breach of Data Protection Requirements, which is the responsibility of both parties (whether they are responsible with other Controllers/Processors or not).

8. Costs

- 8.1. Where TSG assists the Customer with the Customer's compliance with Data Protection Requirements under or pursuant to this Addendum, that assistance will be at the Customer's cost.

Appendix 1: Definitions and Interpretation

1. In this Addendum the following terms shall have the following meanings.

Term	Definition
"Applicable DP Law"	in relation to data protection terms defined in this paragraph 1 of Appendix 1, means: (a) UK DP Law, if the term is (i) defined in UK DP Law and (ii) applies to the Processing in question; or (b) if (a) does not apply, the GDPR.
"Brexit Event"	an event involving England leaving the European Union (whether with Scotland, Wales and/or Northern Ireland or not), including, where applicable, the start or end of any transition period/implementation period.
"Contract"	the agreement(s) between TSG and the Customer which incorporates the Terms.
"Controller"	has the meaning given to it in Applicable DP Law.

Term	Definition
"Data Protection Requirements"	as applicable, European DP Law and any other applicable laws and regulations relating to the processing of personal data or personally identifiable information anywhere in the world.
"Data Subject"	has the meaning given to it in Applicable DP Law.
"ePrivacy Regulation"	the European Regulation of the European Parliament and of the Council which supersedes Directive 2002/58/EC, and until that Regulation does supersede that Directive, means The Privacy and Electronic Communications (EC Directive) Regulations 2003 (2003 No. 2426).
"European DP Law"	as applicable, (a) the GDPR and any data protection legislation applicable from time to time accompanying the GDPR (including UK DP Law) together with (b) the ePrivacy Regulation and any privacy legislation applicable from time to time accompanying the ePrivacy Regulation; in relation to England this definition applies whether or not there is a Brexit Event, and includes any data protection legislation superseding the GDPR and/or superseding the ePrivacy Regulation.
"European Law"	European Union or European Member State law (as referred to in the GDPR) and such other law as may be designated in its place if there is a Brexit Event.
"GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, and for the purpose of this Addendum, if there is a Brexit Event, shall mean where applicable the UK-GDPR.
"Information Commissioner"	has the meaning given to "The Commissioner" in Applicable DP Law.
"Permitted User"	a user of any of the Services, being an employee or contractor or other permitted user of the Customer.
"Personal Data"	has the meaning given to it in Applicable DP Law.
"Processing"	has the meaning given to it in Applicable DP Law.
"Processor"	has the meaning given to it in Applicable DP Law.
"Relevant Data"	all Personal Data of which the Customer is the Controller and which are Processed by TSG for the purpose of providing the Services.
"Restricted Country"	any third country or international organisation as described in the GDPR (but excluding any of England, Scotland, Wales and Northern Ireland, if there is a Brexit Event).
"Services"	the services provided by TSG to the Customer from time to time under or pursuant to the Contract.
"Term"	the duration of the Processing of Relevant Data pursuant to the Contract, including during any transitional arrangements on entrance or exit.
"Terms"	the TSG terms and conditions, which may be found on the TSG website at https://www.tsg.com/ .
"UK DP Law"	the UK Data Protection Act 2018 together with regulations/other subordinate legislation (a) made under that Act and/or (b) made under section 2(2) of the European Communities Act 1972 which relate to the GDPR.

Term	Definition
"UK-GDPR"	the UK version of the GDPR which applies to the Processing of Relevant Data if there is a Brexit Event, whether as retained EU law or otherwise.

2. In this Addendum, including the Appendices:
 - 2.1. other capitalised terms not set out in paragraph 1 above shall have the meanings given to them in the Contract;
 - 2.2. references to any statute, enactment, order, regulation or other similar instrument shall be construed as references to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment, modification or statutory extension of any of the above;
 - 2.3. except where the context requires otherwise the singular includes the plural and vice versa; a reference to one gender includes all genders; words denoting persons include firms and corporations and vice versa;
 - 2.4. headings are included in this Addendum for ease of reference only and shall not affect interpretation or construction;
 - 2.5. any negative obligation imposed on any party shall be construed as if it were also an obligation not to permit or suffer the act or thing in question and any positive obligation imposed on any party shall be construed as if it were also an obligation to procure that the act or thing in question be done; and
 - 2.6. the words "include" or "including" shall be construed without limitation to the words following.

Appendix 2: Details of Data Processing

The tables below set out the parties' understanding as at the date of the Contract. They may be updated during the Term in accordance with clause 4.2 (updates to Appendix 2).

Part 1: Processor requirements

Requirement in Article 28(3) GDPR	Details for this Addendum	
The subject matter and duration of the Processing	The purpose of enabling the Customer to receive the Services for the Term.	
The nature of the Processing	<p><i>All or any of the following Processing operations:</i></p> <ul style="list-style-type: none"> ✓ Collection ✓ Recording ✓ Organisation ✓ Structuring ✓ Storage ✓ Adaptation/alteration ✓ Retrieval 	<ul style="list-style-type: none"> ✓ Consultation ✓ Use ✓ Disclosure by transmission / dissemination or otherwise making available ✓ Alignment / combination ✓ Restriction ✓ Erasure / destruction ✓ Others:

<p>The purpose of the Processing</p>	<p><i>All or any of the following purposes:</i></p> <p>The receipt by the Customer of one or more of the following as set out in the Contract: IT services, software, subscriptions, telephony solutions, IT security solutions, disaster recovery & backup, data tools and data services, TSG's "SystemCare" and other IT support and associated professional services.</p>	
<p>The type of Personal Data</p>	<p><i>All or any of the following types of Personal Data:</i></p> <ul style="list-style-type: none"> ✓ Personal details (any information that identifies the Data Subject and their personal characteristics e.g. name, address, contact details, age, sex, date of birth, physical description and any identifier issued by a public body, e.g. National Insurance number) ✓ Education and training details (any information which relates to the education and any professional training of the Data Subject e.g. academic records, qualifications, skills, training records, professional expertise, and student and pupil records) ✓ Family, lifestyle and social circumstances (any information relating to the family of the Data subject and the Data Subject's lifestyle and social circumstances e.g. current marriage and partnerships and marital history, details of family and other household members, habits, housing, travel details, leisure activities and membership of charitable or voluntary organisations) ✓ Employment details (any information relating to the employment of the Data Subject e.g. employment and 	<ul style="list-style-type: none"> ✓ Financial details (any information relating to the financial affairs of the Data Subject e.g. income, salary, assets and investments, payments, creditworthiness, loans, benefits, grants, insurance details and pension information) ✓ Goods and services provided (any information relating to goods and services that have been provided e.g. goods or services supplied, licences issued, agreements and contracts) ✓ Special categories of personal data (racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a Data Subject, data concerning health or data concerning a Data Subject's sex life or sexual orientation) ✓ Criminal data (criminal convictions and offences or related security measures, including personal data relating to: (a) the alleged commission of offences by the Data Subject (b) proceedings for an offence committed or alleged to have been committed by the Data Subject or the disposal of

	career history, recruitment and termination details, attendance records, health and safety records, performance appraisals, training records and security records)	such proceedings, including sentencing) ✓ Others:
The categories of Data Subjects (<i>includes current, past or prospective Data Subjects.</i>)	<p><i>All or any of the following categories of Data Subject:</i></p> <ul style="list-style-type: none"> ✓ Staff including volunteers, agents, temporary and casual workers ✓ Customers/clients (who are individuals or sole traders) ✓ Suppliers (sole traders) ✓ Contact persons (e.g. at suppliers or customers, where supplier is not a sole trader or customer is not an individual) ✓ Members or supporters (e.g. shareholders) 	<ul style="list-style-type: none"> ✓ Complainants, correspondents and enquirers ✓ Relatives, guardians and associates (of Data Subjects) ✓ Advisers, consultants and other professional experts or legal representatives (individuals/sole traders) ✓ Students ✓ Offenders and suspected offenders ✓ Landlords/tenants ✓ Others:
The Controller's obligations and rights	<p>The obligations in clause 5.1.</p> <p>The rights to enforce the obligations on TSG as Processor, as set out in clause 4 (Processor provisions).</p>	

Part 2: Responsibilities

Responsibilities under Article 82	Details for this Addendum
Customer responsibilities for Processing	<ul style="list-style-type: none"> • The Customer's contractual relationships with third parties, other members of the Customer's group and its other Processors and contractors. • The compliance of the Relevant Data with European DP Law and any other Data Protection Requirements. • The compliance of the Customer's Processing under this Addendum as Controller. • The security of the Customer's systems. • The security of devices used by the Customer. • The security of the Customer's communications links. • Not introducing malware to any of the systems provided or made available by TSG.

	<ul style="list-style-type: none"> • Not permitting (intentionally or otherwise) an attack to be made on any of the systems provided or made available by TSG. • Not permitting other unauthorised or malicious access to any the systems provided or made available by TSG through the Customer's systems or the Customer's devices. • Selecting and maintaining secure login credentials for each of the systems provided or made available by TSG and for the Customer's own systems. • And otherwise complying with its Controller obligations set out in clause 5.
TSG responsibilities for Processing	<ul style="list-style-type: none"> • TSG's contractual relationships with third parties, other members of the TSG group and Sub-processors. • The following security measures: those in TSG's security policy, which is available on request. • And otherwise complying with TSG's Processor obligations set out in clause 4.

Part 3: Documented Instructions

TSG is hereby instructed by the Customer:

- to Process the Relevant Data for the sole purpose of providing the Services and to the extent necessary to provide the Services, and not to Process the Relevant Data for its own purposes or third-party purposes;
- not to transfer the Relevant Data to a Restricted Country without the Customer's prior written consent and subject to the Customer's compliance with the conditions laid down in Chapter V GDPR; and
- for the purpose of article 28(3)(d) and article 28(2) GDPR, not to engage a Sub-processor without the Customer's general written authorisation (which is hereby granted in respect of the Sub-processors notified to the Customer in writing before the date of this Addendum, and to which the Customer has not objected); the Customer does not require TSG to obtain prior specific authorisation to each individual Sub-processor.